



Atty. Dkt. No. 061602-0900

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Steven D. Gray

Title: APPARATUS, AND  
ASSOCIATED METHOD, FOR  
REPORTING A MEASUREMENT  
SUMMARY IN A RADIO  
COMMUNICATION SYSTEM

Appl. No.: 10/648,049

Filing Date: 08/26/2003

Examiner: Ferguson, Keith

Art Unit: 2683

<b>CERTIFICATE OF MAILING</b>	
I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date below.	
<u>LAURA MARKHAM</u> (Printed Name)	
<u>[Signature]</u> (Signature)	
. 1-19-06 (Date of Deposit)	

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioner, Nokia Mobile Phones, Limited, having its principal place of business at Keilalahdentie 4, Espoo, FIN-02150, Finland, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/648,049, filed 08/26/2003, which is a continuation of U.S. Patent Application No. 09/944,420, filed 08/31/2001, by virtue of an Assignment of U.S. Patent Application No. 09/944,420, such assignment being first filed and recorded on December 31, 2001, on Reel/Frame 012402/0084, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,675,012, which issued on U.S. Patent Application No. 09/944,420, filed August 31, 2001, which claims priority to U.S. Provisional Patent Application Serial No. 60/274,175, filed March 8, 2001, by virtue of the same assignment attached as APPENDIX A.

Your Petitioner, Nokia Mobile Phones Limited, hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would

extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,675,012, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,675,012 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.


In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,675,012 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,675,012 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,675,012 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,675,012, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments attached as Appendix A, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,675,012 rests with Petitioners, Nokia Mobile Phones Limited. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under

Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date June 19, 2006

By 

FOLEY & LARDNER LLP  
Customer Number: 27433  
Telephone: (312) 832-4500  
Facsimile: (312) 832-4700

Marshall J. Brown  
Attorney for Applicant  
Registration No. 44,566

G. Peter Albert, Jr.  
Attorney for Applicant  
Registration No. 37,268



# APPENDIX

## A

ASSIGNMENT

WHEREAS, I, Steven D. Gray, a citizen of the United States of America and resident of Dallas, Dallas County, Texas, have invented certain new and useful improvements in a "APPARATUS, AND ASSOCIATED METHOD, FOR REPORTING A MEASUREMENT SUMMARY IN A RADIO COMMUNICATION SYSTEM" disclosed in an application for United States Letters Patent (Application No. 60/274,175, filed on March 8, 2001).

WHEREAS, NOKIA MOBILE PHONES LIMITED, a corporation organized under the laws of Finland, having a place of business at Keilalahdentie 4, Fin-02150 Espoo, Finland (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring my entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; I authorize Robert H. Kelly, William A. Munck, Esq. and John T. Mockler, Esq. of Novakov Davis & Munck, P.C. to insert in the parentheses above the application number and filing date of said application when known; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to the said ASSIGNEE of my entire right, title and interest.

I also hereby sell and assign to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

I hereby further agree that I will communicate to said ASSIGNEE, or to its successors, assigns and legal representatives, any facts known to me respecting any improvements; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, and make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of August, 2001.

Steven D. Gray  
Steven D. Gray

STATE OF TEXAS

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§

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven D. Gray, known to me to be the person named above who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_